

**MASTER CONTRACT BETWEEN THE
RIVERSIDE EDUCATION ASSOCIATION
AND THE
RIVERSIDE COMMUNITY SCHOOL DISTRICT
2006-2007**

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ARTICLE I: DEFINITIONS

- A. **REPRESENTATIVE.** The Riverside Education Association, an affiliate of the Iowa State Education Association and the National Education Association, is the certified bargaining representative for all persons employed by the Board of Education of the Riverside Community School District as set forth in the certification instrument issued by the Public Employment Relations Board on the 27th day of May, 1988, (Case No 3737), whether under verbal or written contract or on leave.

The bargaining unit described in the above certification is:

INCLUDED: All professional employees of the District including teachers, counselors, librarians, federal program instructors, coaches and all others employed in a professional capacity.

EXCLUDED: Superintendent, principals, and all non-professional employees and all others excluded by Section 4 of the Act.

- B. **BOARD.** The term "Board" or "Employer," as used in this Agreement, shall mean the Board of Education of the Riverside Community School District or its duly authorized representative(s) or agent(s).
- C. **EMPLOYEE.** The term "employee" as used in this agreement, shall mean a (all) person (s) represented by this Association as members of the bargaining unit as defined and certified by the Public Employment Relations Board.
- D. **ASSOCIATION.** The term "Association" as used in this agreement, shall mean the Riverside Education Association or its duly authorized representative(s) or agent(s).
- E. **DAY.** The term "day", as used in this Agreement, shall mean a day when bargaining unit employees are required to be at their work stations.
- F. **GRIEVANT.** The term "GRIEVANT" as used in this Agreement, shall mean the employee, group of employees, or Association filing a grievance.
- G. **GRIEVANCE.** The term "grievance", as used in this Agreement, shall mean a claim by a grievant that a disagreement of some kind exists involving the interpretation or application of the terms of this Agreement.
- H. **SALARY SCHEDULE BASE SALARY.** The term "salary schedule base salary", as used in this agreement, shall mean the employee's salary according to their proper step and lane placement on Schedule A, and shall not include salary for supplemental duties (according to Schedule B).

ARTICLE II: GRIEVANCE PROCEDURE

- A. **THE ASSOCIATION'S RIGHT TO REPRESENT.**
1. The Association may process a grievance through all levels of the procedure. A grievance filed by an individual may be processed through arbitration only with the consent of the individual.

B: INDIVIDUAL RIGHTS.

1. A grievant may be represented at all pre-arbitration stages of the grievance procedure by himself/herself or, at his/her option, by an Association representative selected by the Association. If a grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

C. TIMELINESS.

1. Failure of the appropriate administrator to render a decision within the specified time limits shall be construed to be a denial of the grievance and the grievance shall be moved to the next level of the procedure.

2. Failure of the grievant to act on any grievance within the prescribed timeliness will act as a bar to any further appeal.

3. The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the grievant and the administration.

D. STEP 1.

1. The grievant may invoke the formal grievance procedure by filing the grievance within fifteen (15) days after the event giving rise to the grievance. The grievance shall be filed in writing with the building principal. The written grievance shall state the nature of the grievance, shall note the section or sections of the contract violated, and shall state the remedy requested.

2. The principal shall make a decision on the grievance in writing within ten (10) days of receiving the same. If the aggrieved person is not satisfied with the disposition of the grievance or if no disposition has been made at Step One within the ten (10) day period, the grievance may be moved to Step Two.

E. 1. The grievant may file, within ten (10) days of the principal's written decision at Step 1, a copy of the grievance, including a response to the Principal's decision, with the Superintendent.

2. The Superintendent, or designee, shall meet with the grievant within ten (10) days of the receipt of the grievance. The grievant shall have the right to include in the conference such witnesses and representatives as it deems necessary to develop facts pertinent to the grievance. Within ten (10) days of the Step Two grievance meeting, the Superintendent shall file an answer in writing.

F. STEP 3

1. The Association may submit a request for arbitration, in writing, on behalf of the Association and the grieving person within ten (10) days from the receipt of the Step Two answer. The American Arbitration Association will be requested to provide a list of seven (7) arbitrators. The parties shall determine by lot which party shall have the right to remove the first name from the list. Each of the two parties will

alternately strike one name at a time from the panel until only one name remains. The parties agree that the rules of the American Arbitration Association shall apply.

2. The arbitrator so selected may confer with the representatives of the Board and the Association. The arbitrator may hold hearings, examine witnesses and documents, take testimony and receive evidence, require the attendance of witnesses and the production of records to assist in making a decision. Said hearings shall be held and the arbitrator shall issue a decision as soon as possible after the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth the findings of fact along with reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

3. The arbitrator shall not amend or modify the provisions of the agreement. The Arbitrator's authority shall be limited to deciding only the issue presented in writing by the School District and the Association and the decision must be based upon interpretation of the meaning or application of the language of the agreement. The Arbitrator shall not consider practices, which existed prior to the implementation of the first contract, which commenced July 1, 1989.

4. The cost for the services of the arbitrator, including per diem expenses, if any, actual and necessary travel, subsistence expenses and all other costs shall be borne equally by the School District and the Association. Any other expenses incurred shall be paid by the party incurring them.

G. NO REPRISALS.

1. No reprisals of any kind will be taken by the Board, the school administration, or their representatives against any bargaining unit member because of any participation in this grievance procedure.

H. COOPERATION OF BOARD AND ADMINISTRATION.

1. The Board and the administration shall cooperate with the Association in its investigation of any grievance and, further, shall furnish the Association such information as is reasonably requested for the processing of any grievance.

I. GRIEVANCE LEAVE.

1. If the arbitrator determines that the hearing of any grievance requires that a bargaining unit member of any Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

J. GRIEVANCE FILES.

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE III: LABOR-MANAGEMENT COMMUNICATIONS

A. USE OF EMPLOYER FACILITIES.

1. The Association shall have the right to make use of school buildings, facilities, and office equipment at reasonable hours. The Association shall pay for the actual

cost of the materials and supplies incidental to such use. This will not include copies of the Master Contract, which shall be provided by the employer to each member of the Association. The building principal shall be notified of the time and place of all meetings.

B. COMMUNICATIONS.

1. The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided by the Board in each school building in areas designated for employee use such as employee lounges and workrooms. The Association may use the District mail service and employee mailboxes for communications to employees.

C. INFORMATION.

1. The Board shall furnish the Association, in response to reasonable request(s), information regularly and routinely prepared concerning the financial condition of the school, including the annual financial report and adopted budget.

ARTICLE IV: DUES DEDUCTION

A. AUTHORIZATION.

1. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board or its designee an assignment authorizing payroll deduction of organizational dues. The form of the assignment shall be as set forth in Appendix A.

B. REGULAR DEDUCTION.

1. The Association shall furnish to the Board Secretary on or before September 10th of each year a list of all members for whom dues are to be deducted together with the amount of dues to be deducted. Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12) of the total dues from the regular salary check of the employee each month for twelve months, beginning with the September salary check and ending with the August salary check for each year. Employees beginning employment after September 15 shall have the total dues prorated through August.

C. PRORATED DEDUCTION.

1. Employees who begin deduction after September shall have the total amount prorated on the basis of the remaining months of employment through May.

D. DURATION.

1. Such authorization to deduct shall continue in effect from year to year unless revoked by thirty (30) days written notice to the Board and to the Association.

E. INDEMNIFICATION.

1. The Association agrees to indemnify and hold harmless the Board, each individual Board member, Board employees, and all administrations against any and all claims, costs, suits, or other forms of liability and all Court costs arising out of the application of the provisions in the agreement between the parties for all said deduction(s).

F. OTHER DEDUCTIONS

1. Deductions for employee's individual 403(b) retirement plans may be changed a maximum of three (3) times per year.

ARTICLE V: WAGES AND SALARIES

A. SCHOOL YEAR.

1. The number of days in the school year shall be determined by the Board at the outset of negotiations. The salary schedule is based upon a one-hundred ninety (190) day school year, which shall include one (1) holiday, except new teachers which shall have a one-hundred ninety-two (192) day contract and such teachers upon request can initially receive one-half (1/2) of their first month's pay. If the Board desires to increase or decrease this number of days, the proposed salary schedule may be adjusted accordingly.

B. REGULAR SALARY SCHEDULE.

1. All employees shall be paid according to their proper placement on the regular salary schedule set forth in Schedule A. An employee who performs regular teaching duties, and works less than full-time shall be paid according to the fractional part of the regular instructional day (that part of the school day when children are regularly present in the building) that he/she is contracted to work.

C. PLACEMENT OF NEW HIRES.

1. New hires shall be placed on the salary schedule at a point that reflects their teaching experience and educational level.

2. The base salary for the 2006-2007 school year will be increased to \$26,105 with the salary schedule and placement on this schedule as agreed to by the REA during the 2006 negotiation.

D. ADVANCEMENT ON SALARY SCHEDULE.

1. INCREMENTS. Employees properly placed on the regular salary schedule shall be granted one (1) vertical step on the schedule for each year of service until the maximum for their education classification has been reached. A year of service consists of employment in the District for each contract year of service.

E. EDUCATIONAL LANES.

1. Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding step on the higher lane. For an employee to advance from one educational lane to another, the employee's additional credits must be graduate courses within the employee's assigned teaching area or those in advanced degree program in the assigned teacher area, or for any course which would improve the employee's teaching skills. The Superintendent maintains the right to approve all graduate work, and it is strongly recommended that the employee seek approval prior to enrolling in a course or program. The Superintendent shall not arbitrarily and capriciously withhold approval for any employee to advance from one educational lane to another and receive compensation. The employee shall file a transcript or suitable evidence of additional educational credit with the Superintendent, no later than September 15th of each year in which the employee is eligible to move. No advance on the salary schedule shall be made during the school year.

F. METHOD OF PAYMENT

1. **PAY PERIODS:** Each employee shall be paid in twelve (12) equal installments on the twentieth (20th) of each month. Each employee shall receive his/her check in a sealed envelope at his/her regular building and on regular school days.
2. **EXCEPTIONS:** When a pay date falls on or during a school holiday, vacation, or weekend, the District shall attempt to make every effort to see that employees receive their pay check on the last previous working day.
3. **SUMMER CHECKS:** Summer checks shall be mailed to the address designated by the employee, for receipt on or before the pay period days listed above, unless agreement has been made with the employee to pick up their checks at school.

ARTICLE VI: SUPPLEMENTAL PAY

A. SCHEDULE B

1. The Board and the Association agree that the supplemental activities listed on Schedule B are official school sponsored activities. Employees in supplemental duty activities shall be compensated according to the rate of pay on Schedule B.

B. EXPENSES OF TRAVELING EMPLOYEES.

1. Employees who travel between buildings as part of their regularly assigned duties will be paid mileage at the rate of twenty-five (25) cents per mile.
2. No employee shall be required to use their personal cars to transport children for any school related project or trip, in town or out of town.

C. ACTIVITY PASS

1. Each teacher and spouse or significant other shall receive an activity pass for attendance at Riverside school events.

ARTICLE VII: EMPLOYEE HOURS AND DUTIES

- A.
 1. The scheduled employee workday shall be eight (8) hours as determined by the building principal and will include the scheduling of a duty-free lunch period of not less than twenty (20) minutes, except under very occasional extenuating circumstances and for a maximum of one day per week when each elementary teacher is to supervise recess, and on this day, the teacher will not receive duty-free lunch. In the Middle School and High School, the teacher shall have a maximum assignment every third week of responsibility for hall, common or lunch room duty. The teacher may not receive 20 minutes duty free-lunch on these days.
 2. The Board may elect to extend one workday per week by one-half hour. The determination shall be made prior to the start of the school year. If this election is made, the district shall reduce the number of days in the work-year to 188 except for new teachers whose work-year shall be reduced to 190. The work-year may be extended by the Board by up to two days by paying the per diem rate for the additional days. The per diem rate shall be based on the employee's salary schedule rate and a 190-day work year.
- B. During the employee's normal working hours there shall be time allotted for the purpose of classroom preparation and student instruction. It is desirable for each

employee to have an uninterrupted preparation period each day. Employees assigned to the middle or secondary level shall have a minimum of one regularly assigned period each day which may be used for preparation time, and during which the employee will not normally be assigned other duties. Employees assigned to elementary level shall have a minimum of two hundred (200) minutes per week for preparation time. For elementary employees, the time that students who normally are under their supervision, are in physical education, recess, music, art or other special classes, shall be counted as part of the preparation time unless the teacher has other assigned duties during such time period(s). Excluded from this time shall be the periods from 8:00 a.m. to 8:30 a.m. The period 3:30 p.m. to 4:00 p.m. may occasionally be included as part of the basic preparation minutes.

- C. The workday may be extended due to faculty meeting, conferences, or duties, which necessitate employee attendance. Employees shall be notified at least two (2) days in advance except in extenuating circumstances.
- D. When school start time for a building is delayed because of inclement weather or emergency closing, the employee workday at that building shall be reduced in time by the amount of the closing.
- E. Principals, at their discretion, are authorized to permit other early departures from the building upon individual request.
- F. On Fridays, on days ended early due to inclement weather, and days preceding holidays and vacation periods, the workday shall end ten (10) minutes after the departure of the route buses. Building employees shall not be required to report when student attendance at that building is canceled because of inclement weather or emergency closings.
- G. The Riverside Education Association may hold Association meetings outside the student day by notifying the Superintendent or designee at least two (2) days in advance. The same shall not interfere with other uses of the building.
- H. The regular and extended contract of employees shall include the vacation days on Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, December 23, through January 2, the Friday before Easter, Memorial Day and any additional days approved by the Board.
- I. An In-Service Committee with teacher representation shall be established for the purpose of making recommendations to the Board on the structure and content of the district's in-service training program.

ARTICLE VIII: INSURANCE AND HEALTH BENEFITS

A. TYPES

The Board agrees to provide the following insurance protection:

1. Health and Major Medical. Each full-time employee shall be covered by a health and major medical program paid by the District at a rate of up to 100% the cost of a single policy. Substantially equivalent benefits as are contained in the present policy shall be provided. Dependent insurance coverage will be available with

premiums to be deducted from the employee's monthly check through the establishment of a Section 125 account. If an employee opts to purchase a higher deductible plan offered by the district, the employee shall receive the difference applied toward salary.

2. Part-Time Employees. Employees who work one-half (1/2) time or more shall receive insurance benefits on a prorated basis. Employees who are less than one-half (1/2) time shall not receive insurance benefits.

3. Worker's Compensation. Each employee shall be covered by Worker's Compensation paid for by the District. Absence due to injury incurred in the course of the employee's employment shall not be charged against the employee's sick leave. The employee will receive his/her regular salary and in return, will hand over to the employer the endorsed check from Worker's Compensation.

4. Long Term Disability. The District shall provide each employee with a long term disability insurance policy that provides a benefit of 60% of the employee's salary with a 90 day waiting period.

5. Each employee who qualifies for insurance per description A.1. or A.2. above shall also be provided, by the District, life insurance in the amount of \$10,000.

B. **COVERAGE.**

1. The District-provided insurance programs shall be for twelve (12) consecutive months (beginning September 1, and ending August 31). Employees new to the district shall be covered by Board-provided insurance beginning with the employee's first work day of the contractual agreement.

C. **DESCRIPTIONS.**

1. The Board shall request the health insurance company with which coverage is obtained to provide each employee a description of the insurance coverage provided herein.

D. **HEALTH REIMBURSEMENT ACCOUNTS**

For the fiscal year 2006-2007, the Riverside Community School District agrees to pay on a semi-annual basis (the first business day following July 1st and January 1st) the following total contribution of \$750 into an eligible certified employee's Health Reimbursement Account (HRA). Should the employee not satisfy the full term of his/her contract, the contribution will be funded on a pro-rated basis, based on the percent of the contract completed by the employee. Funds in the HRA account roll over year to year. HRA distributions are subject to the Internal Revenue Service's rules and regulations. The amount of the district contribution may vary from year to year as negotiated.

New employees who begin working within the first half of a school semester will be credited with half of the \$750 contribution on the first day of employment. New employees who begin working in the second half of a school semester will not receive the semi-annual contribution for that time period.

Employees who work one-half (1/2) time or more shall receive health reimbursement contributions on a prorated basis. Employees who are less than one-half (1/2) time shall not receive health reimbursement contributions.

Employees can choose to have the district fund their HRA or the \$750 as additional salary. If the employee chooses to take the HRA contribution as cash, he/she must notify the board secretary in writing prior to June 1 of the preceding contract year. The HRA cash option will be paid in 12 monthly payments beginning in September of that contract year.

ARTICLE IX: TEMPORARY LEAVES OF ABSENCE

Employees shall be entitled to the following temporary leaves of absence with full pay each school year.

A. SICK LEAVE.

1. Employees shall be entitled to 15 days of sick leave granted in minimum units of one-half day.
2. The above amount applies only to consecutive years of employment in the District and unused portions may be accumulated only to a maximum total of one hundred twenty (120) days.
3. If an employee leaves the employment of the school district, and later returns as an employee of the district, accumulated sick leave of the first employment shall not be transferred to the second, unless the employee has been granted a leave of absence or has been subject to staff reduction for the time missed.
4. The employee's yearly allocation of sick leave (15 days) may be used for the illness of his/her immediate family or any member of the employee's household. The immediate family shall be defined as employee's spouse, parent, children, or stepchildren.

B. SICK LEAVE POOL.

1. Establishment

The Sick Leave Pool will be established for the use of employees who choose to participate. The intent of the sick leave pool is to provide staff members with additional sick leave benefits for themselves, in the event that an employee has a serious illness or injury and has used all of their available leave.

2. Participation

Participation in the sick leave bank will be on a voluntary basis and each participating individual employee's contribution will be made in the form of one (1) day of sick leave from his/her current year's allocation. The maximum number of days in the sick leave pool will not exceed 100. An employee needs to contribute a day that year to be eligible to draw from the pool.

3. Enrollment

Enrollment will take place, for the purpose of determining membership, within the first week of school, or if an employee is hired by the district after the start of the school year, within ten (10) days after beginning employment with the district. The days contributed to the bank become the property of the bank and will not be

returned to the employee, except as requested through the application process for use of the sick leave bank.

4. Use of Sick Leave Bank Days

The sick leave bank will be the responsibility of the Board and Association jointly. The member will make application to the Superintendent, the Association President, and the Board Secretary for days from the bank. The Superintendent, the Association President, and Board Secretary will approve or deny the application, after determining that all other sick leave and personal days have been used.

Requested use of the sick leave bank must be done in a timely manner, after an employee has exhausted his/her own sick leave and personal leave without being eligible for long term disability, worker's compensation, and/or social security disability. Use of sick leave bank may be requested for no more than 5 days at a time. No one individual will be able to draw more than 20 days per year from the sick leave bank.

5. Unused Days in Bank.

Assets of the bank will accumulate. The leave bank will consist of the days carried over from the previous year in addition to all contributed days for the current year, not to exceed 100. The Board will provide the Association with a verification of the bank's total number of days for the current year and of the previous year's usage of bank days by no later than July 1 of each year.

C. BEREAVEMENT LEAVE

1. An employee shall be granted up to five (5) consecutive days of bereavement leave to attend a funeral of the employee's spouse, mother, father, sister, brother, son, daughter, parent-in-law, or step-child. The leave is non-accumulative from year to year.
2. A leave up to two (2) consecutive days shall be granted to attend the funeral of any other relative of the employee.
3. The superintendent may approve up to one day for any funeral.
4. Requests for Bereavement Leave shall be made in writing at least one (1) day in advance, except in the case of emergency, to the superintendent or designee.

D. PROFESSIONAL LEAVE.

1. Employees may receive professional leave, at the discretion of the Superintendent, for attendance of educational meetings as outlined below, if approved in advanced by the Superintendent or designee.
 - a. Visitation of other accredited schools to view instructional techniques or programs.
 - b. Conferences, workshop, athletic clinics, or seminars conducted by accredited colleges, universities or other accredited educational institutions or organizations.

2. Requests for professional leave must be filed in writing with the Superintendent or designee at least five (5) days prior to the first day of anticipated attendance, except in extenuating circumstances.

E. JURY AND LEGAL LEAVE.

1. Any employee called for jury duty shall be provided such time without loss of pay. Any per diem fees the employee received during such leave shall be turned over to the Riverside Community School district. Employees subpoenaed to testify in a criminal, civil, or magistrate case in which the employee is not a Plaintiff or Defendant shall be provided time from their assignment without loss of pay.

2. When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall report to the principal and complete any remaining hours of the working day if required.

F. PERSONAL LEAVE.

1. Two (2) days personal leave will be granted each year, which may accumulate to a maximum total of three (3) days. Leaves may be used in full or one-half day segments. The leave will be granted by the Superintendent or designated school official (principal) upon written request by the professional employee at least two (2) days prior to the date actual leave is to be taken. It is recognized that emergencies may necessitate a verbal request and approval. All verbal requests are to be placed in writing after the fact and approved. Personal leave shall be subject to the following:

2. Unless there is a critical illness or severe injury, personal leaves shall not be used during an in-service day or during parent/teacher conferences.

3. The Superintendent may limit the number of staff in the District taking personal leave to three (3) per day.

G. ASSOCIATION LEAVE

1. Not more than four (4) days shall be available to representatives of the Association to attend conferences, conventions, or other activities of E. A. No more than two (2) association members shall be absent on the same day for association leave. Requests for the use of these leave days will be made by the President of the Association at least one week in advance of the necessary absence. The association shall pay the cost of a substitute.

H. UNPAID LEAVE

1. All other temporary leaves of absences other than those enumerated above will result in a loss of pay. Extended leaves (i.e. parental leave, serious illness or injury, family illness) may be granted at the discretion of the Superintendent. The conditions of such leaves shall be agreed upon prior to the granting of such leaves.

2. The Board of Directors may in its discretion grant other paid or unpaid leave requested by an employee.

ARTICLE X: STAFF REDUCTION PROCEDURE

When the Board of Education deems it necessary to reduce staff, staff reduction for all employees under this agreement will be accomplished within the following categories:

- A. Elementary (Pre-K-8) Regular Classroom Teacher
- B. 7-12 by subject area:
 - Vocational Agriculture
 - Language Arts
 - Social Studies
 - Mathematics
 - Science
 - Foreign Languages
 - Home Economics
 - Industrial Arts
 - Business Education
 - Health
- C. SPECIALIST (K-12)
 - Vocal Music
 - Instrumental Music
 - Special Education (Including Chapter I and TAG and Pre-K)
 - Physical Education
 - Art
 - Media Specialists (Including Librarians and Audio-Visual)
 - Guidance Counselor
- D.
 - 1. The Board will first attempt to accomplish the same by attrition within the category where reduction is being made.
 - 2. The remaining employees to be laid off will be determined by taking into consideration the following criteria within each category:
 - a. Seniority as defined by Article XII.
 - b. Qualifications as determined by course work preparation within the specific category and total number of certificated endorsements and approvals.
 - c. The program needs of the District including extra-curricular programs.

ARTICLE XI: RECALL

- 1. Employees shall have recall rights in reverse order of layoff for two (2) years from the last date of employment to any position, which becomes available if the employee is certificated to fill the vacancy and has also had previous teaching experience in the subject category/division.
- 2. Recall shall not apply to an employee hired to replace an employee on a leave of absence or to fill a vacancy occurring after August 1. The decision to terminate the contract of such an employee shall not be subject to the grievance procedures.
- 3. Any employee's acceptance or rejection of any position offered to him/her under recall having a smaller fulltime equivalence (FTE) than their former position shall

retain their recall rights, as stated in Paragraph 1, for a position equivalent to the same FTE.

4. Prior to filling vacancies from the outside, the recall provisions will be implemented for those eligible.

5. The administration shall provide written notice to the staff member affected by recall. Employees on recall shall advise the Superintendent of their current address during the recall period.

6. An employee shall be notified of recall in writing by the District by certified mail to the employee's last known address. The employee shall accept or reject the position by certified mail to the Superintendent within ten (10) days of the mailing of the notice. If the employee fails to respond within the ten (10) day period, the employee will be deemed to have refused the position offered. Rejection of a recall offer terminates the employee right to recall.

7. Any employee exercising their recall rights shall maintain all unused accumulated sick leave, benefits and shall be placed on the next available sequential step of the salary schedule and retain their seniority from their prior employment with the district. An employee on recall shall not accrue any sick leave, benefits or experience on the salary schedule.

ARTICLE XII: SENIORITY PROVISIONS

A. DEFINITION.

1. Seniority shall be defined for the purposes of this agreement, as the number of years of continuous employment in the district since the employee's last date of hire. Seniority shall be computed from the first day of actual contracted service in the Riverside District (as distinguished from the date of individual contract signing). Employees will carry their seniority from the Carson-Macedonia Community School district and the Oakland Community School district to the Riverside Community School district. This will commence with the 1993-94 contract. If an employee is recalled that employee will start seniority where they left the district. (Example if an employee is laid off after three years of continuous service to the district then recalled, they will return starting their fourth year of employment)

2. If two (2) or more employees have the same seniority date, the relative order of seniority among them for purposes of this Agreement shall be determined by the total years of teaching experience.

B. SENIORITY LIST.

1. The Board will provide to the Association President and post a seniority list no later than November 1 of each school year. Protest of errors and/or omissions from such a list must be made to the District within ten (10) days from the date of posting the seniority list; otherwise the list will stand as being correct.

ARTICLE XIII: HEALTH AND SAFETY

A. PHYSICAL FITNESS.

1. The employer shall pay up to \$40 toward the cost of a physical examination for each employee every three years. Such evidence shall be limited to a statement from a licensed physicians of the employee's choice attesting that the employee is or is not physically fit to perform his/her assigned duties and that the employee is free of tuberculosis. No other medical information shall be required from the employee as a condition of either initial for continued employment. The approved medical form is attached to this contract as Appendix A.

B. MEDICATION AND MEDICAL FUNCTIONS.

1. The employer shall not require any employee to dispense or administer medication or perform any other medical or medically related function. Should an employee voluntarily agree to provide such medication or services, the employer agrees that it shall provide and pay for training by a properly licensed professional.

C. No employee shall be required to work in unsafe or hazardous conditions. The district shall provide and maintain a safe and healthful workplace that is free from hazards that are likely to cause accident, injury, or illness. The employer will notify the Association and employees of all hazards, and correct all conditions causing hazards.

ARTICLE XIV: EVALUATION PROCEDURES

- A. Within four (4) weeks after the beginning of each school year, the Administrative staff shall acquaint employees with the evaluation instrument and procedures to be used.**
- B. The performance of all staff members in their first and second year will be formally evaluated at least once each semester. Beyond their second year of service, staff members will be formally evaluated a minimum of once every three years, or as deemed necessary by the administration.**
- C. During the school year of the teacher's performance review, the evaluator and teacher shall mutually agree upon dates for a pre-conference, observation and post-conference. The pre-conference must be at least two days prior to the observation. The post-conference must be no later than five (5) school days following the observation.**
- D. A written summary of the observation and conference will be provided to the employee within ten (10) working days after the post-observation conference. The staff member shall be given an opportunity to add a written response to the summary. The written response shall be provided to the supervisor within five (5) working days after the written summary is presented.**
- E. Each employee shall receive a written copy of his/her formal evaluation. The employee shall sign the evaluator's copy acknowledging receipt of the employee's copy. The employee's signature on the evaluation form shall be understood to indicate his or her awareness of the material but in no instances shall said signature be interpreted to mean agreement with the content of the material.**

- F. Informal classroom visits by the Superintendent and/or designee may occur at any time.
- G. An employee may file a grievance concerning any evaluation within the time permitted by the Grievance Procedure Article of this agreement. The grievance may assert that the evaluation procedures were not followed, that the evaluation is not based on adopted criteria, or that the evaluation is inaccurate.
- H. Constituent concerns regarding a teacher's performance will be processed by initially referring the individual to the teacher. If an individual chooses not to meet with the teacher, the constituent will be asked to submit the concerns in writing. If a document is placed in the teacher's file, a copy of the written document shall be given to the teacher and the teacher will have the right to respond.
- I. Procedural portions of the Teacher Professional Growth and Evaluation Process shall be included by reference in the Master Contract.
- J. The above provisions deal with but a single method of employee evaluations, i.e., evaluation of classroom teaching performance. Nothing in this Article is to be construed as precluding evaluation of employees by any other means.

ARTICLE XV: TRANSFER PROCEDURES

- A. **VOLUNTARY TRANSFERS.**
 - 1. Employees desiring a transfer to vacant positions in a different building, subject area or grade level, for the following school year, may submit written requests to the Superintendent before February 15, or within five (5) days of any time that it is known that a position is or will be vacant. Request for transfers must be made annually. Final decision on a voluntary transfer is at the sole discretion of the Superintendent.
 - 2. Positions that are vacant for the following school year after the reassignments of existing staff shall be posted in each building for at least five days. Vacancies may be filled without posting after June 1 of each year.
- B. **INVOLUNTARY TRANSFER**
 - 1. Involuntary transfers of employees may be made by the District for the efficient operation of the system and to meet program/instructional requirements/or budgetary needs. Notice of involuntary transfer, whenever possible, will be provided to employees by May 1. No involuntary transfer will be made for arbitrary and capricious reasons.
- C. **REASONS FOR TRANSFER.**
 - 1. Transferred employees will be notified of the reasons thereof. At the employee's request, they shall also be entitled to a meeting with the Superintendent.

ARTICLE XVI: DURATION AND SIGNATURE CLAUSE

This agreement shall be enforce for the 2006-2007 school year.

Re-Opener Clause

- A. If the State of Iowa makes more funds available for teacher compensation the Master Contract will be re-opened to distribute those funds.
- B. If the district changes insurance companies and experiences a savings in insurance cost that savings will be added to the base salary.

RIVERSIDE EDUCATION ASSOCIATION:

BY SIGNATURE ON FILE
President

Date _____

RIVERSIDE COMMUNITY SCHOOL DISTRICT

BY _____ SIGNATURE ON FILE
President

Date _____

APPENDIX A

MEDICAL STATEMENT OF PHYSICAL FITNESS of _____

The above named person has been examined by this office and has been found to be physically fit to perform the duties normally associated with the teaching profession.

DATE: _____ M.D.

AUTHORIZATION FOR PAYROLL DEDUCTION

| LAST NAME | FIRST NAME | INITIAL |
|-----------|------------|---------|
|-----------|------------|---------|

I. DUES

I hereby request and authorize the Board of Education of the Riverside Community School District as my remitting agent to deduct from my earnings each month until this authorization is changed or revoked as provided herein a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of the Riverside Education Association.

II. OTHER

I hereby request and authorize the Board of Education of the Riverside Community School District as my remitting agent to deduct from my earnings each month until this authorization is changed or revoked as provided herein and amounts below according to the schedule below to be remitted as indicated below.

| AMOUNT | PAYMENT SCHEDULE | TO BE REMITTED TO |
|--------|------------------|-------------------|
|--------|------------------|-------------------|

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through August from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said Association.

DATE: _____

Signature: _____

Social Security No: _____

APPENDIX B

| | SCHEDULE | A | | | |
|--------|-----------|-------|-------|-------|-------|
| | 2006-2007 | | | | |
| | BA | BA15 | BA30 | MA | MA15 |
| BASE | 26105 | | | | |
| 1 | 26105 | 27410 | 28716 | 30021 | 31326 |
| 2 | 26888 | 28193 | 29499 | 30804 | 32109 |
| 3 | 27671 | 28977 | 30282 | 31587 | 32892 |
| 4 | 28585 | 29890 | 31195 | 32501 | 33806 |
| 5 | 29499 | 30804 | 32109 | 33414 | 34720 |
| 6 | 30543 | 31848 | 33153 | 34459 | 35764 |
| 7 | 31587 | 32892 | 34198 | 35503 | 36808 |
| 8 | 32892 | 34198 | 35503 | 36808 | 38113 |
| 9 | 34198 | 35503 | 36808 | 38113 | 39419 |
| 10 | 35764 | 37069 | 38374 | 39680 | 40985 |
| 11 | | 38635 | 39941 | 41246 | 42551 |
| CI | 36808 | 40202 | 42029 | 43856 | 45684 |
| CI - % | 0.04 | 0.06 | 0.08 | 0.1 | 0.12 |
| index | | | | | |
| total | | | | | |
| index | | | | | |
| | BA | BA15 | BA30 | MA | MA15 |
| | 1 | 1.05 | 1.1 | 1.15 | 1.2 |
| | 1.03 | 1.08 | 1.13 | 1.18 | 1.23 |
| | 1.06 | 1.11 | 1.16 | 1.21 | 1.26 |
| | 1.095 | 1.145 | 1.195 | 1.245 | 1.295 |
| | 1.13 | 1.18 | 1.23 | 1.28 | 1.33 |
| | 1.17 | 1.22 | 1.27 | 1.32 | 1.37 |
| | 1.21 | 1.26 | 1.31 | 1.36 | 1.41 |
| | 1.26 | 1.31 | 1.36 | 1.41 | 1.46 |
| | 1.31 | 1.36 | 1.41 | 1.46 | 1.51 |
| | 1.37 | 1.42 | 1.47 | 1.52 | 1.57 |
| | | 1.48 | 1.53 | 1.58 | 1.63 |

APPENDIX C

SCHEDULE B

2006-2007 COACHING SALARY

| | | | |
|--|-------|----------------|--|
| | 21500 | GENERATOR BASE | |
|--|-------|----------------|--|

Football, Volleyball, Basketball, Wrestling, Baseball, Softball, H.S. Instrumental Music

| SCH I | HD % | \$ Amount | Asst. % | \$ Amount | 1st JH % | \$ Amount | 2nd JH% | \$ Amount |
|-------|-------|-----------|---------|-----------|----------|-----------|---------|-----------|
| 1 | 0.11 | 2,365 | 0.08 | 1,720 | 0.05 | 1,075 | 0.04 | 860 |
| 2 | 0.115 | 2,473 | 0.085 | 1,828 | 0.06 | 1,290 | 0.05 | 1,075 |
| 3 | 0.12 | 2,580 | 0.09 | 1,935 | 0.07 | 1,505 | 0.06 | 1,290 |
| 4 | 0.125 | 2,688 | 0.095 | 2,043 | 0.08 | 1,720 | | |
| 5 | 0.13 | 2,795 | 0.1 | 2,150 | | | | |
| 6 | 0.135 | 2,903 | 0.105 | 2,258 | | | | |
| 7 | 0.14 | 3,010 | 0.11 | 2,365 | | | | |
| | | | | | | | | |

Track, Cross Country, Golf, Soccer

| SCH II | HD % | \$ Amount | Asst. % | \$ Amount | 1st JH % | \$ Amount | 2nd JH% | \$ Amount |
|--------|-------|-----------|---------|-----------|----------|-----------|---------|-----------|
| 1 | 0.095 | 2,043 | 0.0475 | 1,021 | 0.05 | 1,075 | 0.04 | 860 |
| 2 | 0.1 | 2,150 | 0.052 | 1,118 | 0.06 | 1,290 | 0.05 | 1,075 |
| 3 | 0.105 | 2,258 | 0.0565 | 1,215 | 0.07 | 1,505 | 0.06 | 1,290 |
| 4 | 0.11 | 2,365 | 0.0605 | 1,301 | 0.08 | 1,720 | | |
| 5 | 0.115 | 2,473 | 0.0645 | 1,387 | | | | |
| 6 | 0.12 | 2,580 | 0.0685 | 1,473 | | | | |
| 7 | 0.125 | 2,688 | 0.0725 | 1,559 | | | | |
| | | | | | | | | |

Vocal Music, Middle School Instrumental, Speech, and Plays

| | Head | | Asst. | | | | | |
|--------|---------|-----------|---------|-----------|----------|-----------|--|--|
| SCHIII | HS Voc. | \$ Amount | MS Voc. | \$ Amount | MS inst. | \$ Amount | | |
| 1 | 0.07 | 1,505 | 0.04 | 860 | 0.05 | 1,075 | | |
| 2 | 0.075 | 1,613 | 0.045 | 968 | 0.06 | 1,290 | | |
| 3 | 0.08 | 1,720 | 0.05 | 1,075 | 0.07 | 1,505 | | |
| 4 | 0.085 | 1,828 | 0.055 | 1,183 | 0.08 | 1,720 | | |
| 5 | 0.09 | 1,935 | | | | | | |
| 6 | 0.095 | 2,043 | | | | | | |
| 7 | 0.1 | 2,150 | | | | | | |
| | | | | | | | | |

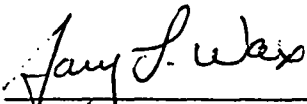
SCHIV

| | | | | | |
|----------------------|--------------|-------|-------|--|--|
| HIGH SCHOOL CHEERLDG | | 0.03 | 645 | | |
| JUNIOR HIGH CHEERLDG | | 0.02 | 430 | | |
| ANNUAL | | 0.07 | 1,505 | | |
| DANCE TEAM | | 0.04 | 1,029 | | |
| FFA | | 0.07 | 1,505 | | |
| FCCLA | | 0.07 | 1,505 | | |
| DEBATE TEAM | | 0.07 | 1,505 | | |
| PROM SPONSOR | | 0.03 | 645 | | |
| NEWSPAPER | | 0.035 | 753 | | |
| TICKET SALES | | | 20 | | |
| MOCK TRIAL | | 0.04 | 860 | | |
| HS STUDENT COUNCIL | | 0.06 | 1,290 | | |
| MS STUDENT COUNCIL | | 0.03 | 645 | | |
| SPECIAL OLYMPICS | | 0.04 | 860 | | |
| | (1 PER BLDG) | | | | |

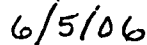
Negotiation Addendum for 2006-07 School Year

Remove the following paragraph from the master contract:

"Employees can choose to have the district fund their HRA or the \$750 as additional salary. If the employee chooses to take the HRA contribution as cash, he/she must notify the board secretary in writing prior to June 1 of the preceding contract year. The HRA cash option will be paid in 12 monthly payments beginning in September of that contract year."



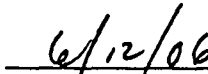
Signature, REA President



Date



Signature, RCSD Negotiator



Date